PRINCIPAL AND AGENT—CONTRACT FOR EXCLUSIVE AGENCY.—The plaintiff appointed the defendant its exclusive representative for the sale of its products in Minnesota and agreed to pay the defendant a commission on all accepted orders procured by him. While this contract was in force, a Minnesota dealer, from whom the defendant had tried, without success, to secure an order, went to Chicago and placed an order with the plaintiff's agent there for goods which were shipped to Minnesota. In an action by the plaintiff the defendant set up as a counterclaim the amount of his commission on the above order. *Held,* the defendant was not entitled to the counterclaim as the order was given outside of the defendant's territory. *Aluminum Products Co.* v. *Anderson* (Minn. 1917) 164 N. W. 663.

Cases do not often arise in which the courts are called upon to interpret the effect of a provision giving an agent an "exclusive agency" for the sale of goods in a territory. The parties usually stipulate more fully as to their respective rights, or there is some trade usage that is controlling. *Cf. McGann* v. *Ruggles-Coles, etc. Co.* (1914) 164 App. Div. 253, 149 N. Y. Supp. 698; *Garfield* v. *Peerless Motor Co.* (1905) 189 Mass. 395, 75 N. E. 695. When the courts have been called upon to interpret this provision for an "exclusive agency", standing by itself, their decisions have been in conflict. Some courts have held that the agent is given by this provision the sole right to make sales of goods that are to be used, to the principal's knowledge, in the agent's territory. *Illsley* v. *Peerless Motor Co.* (1913) 177 Ill. App. 459; *cf. Thompson-Huston Elec. Co.* v. *Berg* (1895) 10 Tex. Civ. App. 200, 30 S. W. 454. Other courts have held that its only effect is to give the agent the sole right to make sales, as the principal's agent, within that territory. *Haynes Auto Co.* v. *Woodhill Auto Co.* (1912) 163 Cal. 102, 124 Pac. 717; *cf. Golden Gate Packing Co.* v. *Farmers Union* (1880) 55 Cal. 606; *Gay Oil Co.* v. *Muskogee* (1911) 97 Ark. 502, 134 S. W. 639. The principal case, in following the latter authorities, would seem to be carrying out the fair meaning of the contract.

REAL PROPERTY—RESTRICTIVE COVENANTS — INTERPRETATION. — The plaintiff brought an action to enforce a restrictive covenant in a deed reciting that nothing but a single detached residence, to be used for residence purposes only, should be built. The property had been occupied by a Catholic sisterhood of twelve to fifteen women who held religious services, and occasionally initiated new members; in the invitations to these ceremonies, and in the telephone book, the building was referred to as the "Convent Chapel" and the "Ursuline Convent". *Held,* the covenant was not violated. *Hunter Tract Impr. Co.* v. *Corporation of the Catholic Bishop of Nisqually* (Wash. 1917) 167 Pac. 100.

Although a covenant that premises be used for "private residence purposes only" is violated by the erection of an apartment house, flat house, tenement, *etc.,* see *Koch* v. *Gorruflo* (1910) 77 N. J. Eq. 172, 75 Atl. 767, yet if the word "private" were omitted, such structures would be within the requirements of the covenant. *McMurtry* v. *Philipps Invest. Co.* (1898) 103 Ky. 308, 45 S. W. 96; *Tillotson* v. *Gregory* (1908) 151 Mich. 128, 114 N. W. 1025. Where, as in the principal case, a covenant provides for a single residence or a single dwelling only, there is a conflict of authority as to whether a building accommodating more than one family is within its terms. Since the general rule of construction is in favor of a free use of the property, *Schoonmaker* v. *Heckscher* (1916) 171 App. Div. 148, 157 N. Y.